



INVITATION TO BID: SITE PREPARATION, MECHANICAL CONTRACT

You are invited to bid on the following SITE PREPARATION, MECHANICAL Contract and are advised to examine the Work Units prior to bidding. The implied warranty of fitness for a particular purpose, and all other warranties, express or implied, are excluded. For example, the Department of Natural Resources (DNR) does not warrant the acreage for each unit. Any acreage descriptions appearing in each contract are estimates only, solely for administrative and identification purposes.

A draft contract is attached to this invitation.

Contract #	# Acres	# Units	Location	Comments
1685	154	1	Curlew, WA	See 'Special Remarks', page 4.

BID PROCEDURES

Bid Delivery

The bidder shall prepare one complete bid form for each contract, available in Section III of the draft contract. Each bid shall be delivered to the DNR's Region Office in its own envelope marked "Sealed Bid" and addressed to the DNR's Region Manager as specified below.

If multiple bids are submitted by one bidder, those sealed bids can be submitted inside a single envelope.

No facsimiled, e-mailed, or other non-original form of bids will be considered by the DNR.

Bids will be accepted until 10am on May 23, 2017.

Questions pertaining to this Invitation to Bid can be answered by contacting [Jason Emsley] at [509-675-2702]. Oral explanations, interpretation, or instructions given before the award will not be binding.

Individuals who wish to request special accommodations for the bid submission process or bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Northeast Region office at least ten (10) working days prior to the scheduled bid opening.

Bid Contents

Each bid shall include all four of the following items:

- 1) Bid Form (Section III-A),
- 2) Contractor's Declaration of Industrial Insurance Status (Section III-B);
- 3) Solicitation to Offer (Section III-C);
- 4) Bid deposit.

All documents must be legible and properly completed.

Each sealed bid envelope should be prepared in the following manner:

Addressed to:	Robert McKellar Acting Region Manager c/o Jason Emsley Washington State Department of Natural Resources 225 S. Silke Road Colville, WA 99114
Upper left corner:	Bidder's Name Bidder's Address
Lower left corner:	Site Preparation, Mechanical – "Sealed Bid" Invitation to Bid on Contract Number: 1685

Bid Form Requirements

Bids must be submitted on the Bid Form (Section III-A) attached to the draft contract. The following information must be entered on the Bid Form:

- 1) Bids should include all costs related to the completion of the Work.
- 2) A Unit Bid Price and a Unit Total must be entered for all of the Units in the contract. All Unit Totals for the contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail.
- 3) All Bid Forms (Section III) must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

Offer to Contract

Your Invitation to Bid is a solicitation to offer to contract with the DNR. All bids shall remain firm for a period of 60 calendar days after the bid opening.

Your bid becomes part of a contract if it is officially awarded by the DNR with a contract award letter.

Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS (\$1,000) is required. This deposit is for the purpose of assuring the DNR that the bidder will accept award of any contract on which the bidder is the lowest responsible bidder.

The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the contract number. The bid deposit must be delivered to the DNR's Region Office with the delivery of the bid.

The bid deposit of a bidder awarded the contract will be released when the performance/damage deposit has been approved, or the bid deposit may be converted to apply to part or all of the required performance/damage deposits after contract award.

After DNR and the lowest responsible bidder sign the contract, bid deposits will be returned to all unsuccessful bidders. In the event the bidder rejects award of any contract included in this Invitation to Bid, the bidder will forfeit the bid deposit.

Bidder Insurance

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by DNR's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Bid Opening

At the time and date specified in the bid delivery clause above, all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Northeast Region office at least ten (10) working days prior to the scheduled bid opening.

Withdrawal of Bid

A bidder's authorized representative may withdraw a bid in person before the opening of any one of the bids. Bidder's representative(s) will be required to show photo identification and sign on the bid summary sheet before the bid will be released.

Rejection of Bids

To be considered, bids must conform to the above requirements, except that the DNR may waive informalities and minor irregularities in bids received. The DNR reserves the right to reject any or all bids received.

Lowest Responsible Bidder

Award of the contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered (RCW 39.26.160): (a) the bidder's ability, capacity, and skill to perform the contract; (b) the bidder's character, integrity, reputation, judgment, experience, and efficiency; (c) whether the bidder can perform the contract within the time specified; (d) the quality of the bidder's previous contract performance with the DNR or other landowners; and (e) the bidder's previous and current compliance with laws relating to the contract or services. The DNR's determination that a bidder is not qualified may result in rejection of the bid submitted.

Any bidder who has had unsatisfactory performance resulting in the termination of a DNR silviculture contract, will not be considered a responsible bidder unless the bidder provides government or forest industry references demonstrating acceptable performance on at least one contract with a minimum of 800 acres of site preparation, mechanical since the time of the termination. DNR reserves the right to contact references and make its own judgment regarding their reliability. DNR will review situations on a case-by-case basis, and encourages interested bidders to contact DNR with any questions before the specified bid opening.

Award Letter

The DNR makes every effort to mail an award letter with instructions and the contract to the successful bidder within fifteen (15) business days of bid opening.

Conditions on Award

Within ten (10) business days after the bidder receives their award letter, the DNR must receive the performance and damage deposit and insurance certificate at the DNR's Region Office. The Contract Manager specified in the contract may extend this time upon written request.

If the bidder fails to submit the above items within the time specified, the DNR may consider the contract award rejected, in which case the bidder will forfeit the bid deposit.

Right to Amend Invitation to Bid

The DNR reserves the right to amend this Invitation to Bid, in which case DNR will notify all known bidders prior to bid opening.

Registration with the Office of Financial Management

Payments on this Invitation to Bid can only be paid out to contractors who are registered with the Office of Financial Management (OFM)

<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>

Please follow the link for instructions on how to register, or contact OFM at:

Statewide Payee Desk
P.O. Box 43113
Olympia, WA 98504-3113
Phone: 360-664-7779

Special Remarks

Term of contract: June 5, 2017 to June 30, 2017

Location: 5 road miles north of Curlew, WA.

Hospitals: It is the contractor's responsibility to identify appropriate hospitals for any emergency care required. The following is a courtesy list and should be verified by any potential contractor.

HOSPITAL NAME AND ADDRESS	PHONE	LATITUDE	LONGITUDE
Mid Valley Hospital 810 Jasmine Street Omak, WA 98841	509-826-1760	N 48° 23.804'	W 119° 32.982
Ferry County Memorial Hospital 36 Klondike Rd Republic, WA 99166-9700	509-775-3333	N 48° 39'11"	W 118° 43'47"
North Valley Hospital 203 S Western Ave Tonasket, WA 98855	509-486-2151	N 48° 42.463'	W 119° 26.317'
Providence Mt. Carmel Hospital 982 E. Columbia Ave Colville WA 99114	509-684-2561	N 48° 32' 27"	W 117° 53' 31"



Northeast Region
Highlands District

Contract Number #1685

Contract Digest: SITE PREPARATION, MECHANICAL
(Mechanical site preparation involves the use of heavy equipment to clear the planting site of unwanted vegetation or planting obstructions.)

■ Definitions

SECTION I – CONTRACT CLAUSES

- A. General Provisions
- B. Specifications for the Activity
- C. Compliance Inspection and Payments

SECTION II – MAPS AND UNIT INFORMATION

- A. Unit Descriptions
- B. Unit Maps
- C. Vicinity Map

SECTION III – FORMS FOR BIDDER TO COMPLETE

- A. Bid Form
- B. Contractor's Declaration of Industrial Insurance Status
- C. Solicitation to Offer and Contract Award

DEFINITIONS

‘Compliance Forester(s)’ means the DNR staff person(s) identified in the Pre-Work Conference who perform the compliance inspections, approve Work, recommend payment to the Contract Manager, and manage the Work Schedule.

‘Contract Manager’ means the DNR staff person who processes this contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.

‘Contractor’ means the business entity engaged with DNR to complete the terms of this contract.

‘DNR’ means the Washington State Department of Natural Resources, acting through an authorized employee.

‘Designated Contract Representative(s)’ means those individual(s) designated by Contractor on the Pre-Work Form during the Pre-Work Conference.

‘Force Majeure’ means those acts that are unforeseeable and beyond the control of either party to the contract. Acts of Force Majeure include, but are not limited to acts of God, the public enemy, fire, or other casualty.

‘Pre-Work Conference’ is the meeting between DNR and Contractor after award of the contract and before commencement of Work. Its purpose is to agree upon logistics and the Work Schedule.

‘Region Manager’ means the designated DNR staff person responsible for managing the affairs of DNR in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.

‘Scarify’ means to use approved equipment (clause B-01-D) to: 1) uproot green woody vegetation; and 2) break up the forest floor and top soil to a depth of 12 (twelve) inches below the surface.

‘Unit’ is the individual geographical area on which Work will be done. Each Unit is specifically identified by number on the Unit Description (Section II-A), corresponding Unit Map (Section II-B), and Bid Form (Section III-A).

‘Unit Bid Price’ is the rate per acre, written in the Unit Bid Price column of the Bid Form (Section III-A).

‘Unit Total’ is the total amount (in dollars) that Contractor agrees to be paid for each Unit, written in the Unit Total column of the Bid Form (Section III-A).

‘Work’ includes all activities performed by Contractor from the time Contractor commences travel to Unit(s) on DNR-managed lands.

‘Work Schedule’ means the approved order and timeline for how the requirements of this contract, including Work on individual Units or groups of Units, will be fulfilled by the Contractor.

SECTION I-A: GENERAL PROVISIONS

A-01 Contractor's Warranty

Contractor warrants that it has had an opportunity to fully inspect the contract area and enters this contract based upon its own judgment of the costs of performing the Work, formed after its own examination and inspection. Contractor also warrants to DNR that it enters this contract without any reliance upon acreage, pre-bid documentation, or any other representation by DNR, including but not limited to:

- A. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- B. Availability of labor, water, electric power, and road;
- C. Uncertainties of weather, river stages, tides, or similar physical conditions at the Unit(s);
- D. The confirmation and conditions of the ground;
- E. Seasonal conditions that may affect the timing and use of materials needed for the Work; and
- F. The character of equipment and facilities needed to complete the Work.

Any failure of Contractor to take the actions described in this Clause will not relieve Contractor from responsibility for properly estimating the cost of completing this contract.

A-02 Modifications

Waivers, modifications, or amendments of the terms of this contract must be in writing signed by Contractor and DNR to become effective.

A-03 Contract Complete

This contract is the final expression of the parties' agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this contract.

A-05 Scope of DNR Advice

No advice by any agent, employee, or representative of DNR regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the contract or be suitable for Contractor's purposes under the contract.

Contractor's reliance on any DNR advice regarding the method or manner of performance shall not relieve Contractor of any risk or obligation under the contract. Contractor retains the final responsibility for its operations under this contract and DNR shall not be liable for any injuries resulting from Contractor's reliance on any DNR advice regarding the method or manner of performance.

A-06 Performance Security

Contractor agrees to furnish, within ten (10) business days of receipt of the award letter, security in the amount of ten percent (10%) of the total awarded contract price. The security shall be in the form of certified check or cashiers' check made payable to the Washington State Department of Natural Resources, an irrevocable letter of credit, a performance bond, or a savings account assignment. A letter of credit must comply with Title 62A RCW, Article 5. Performance bonds

should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports; any exception shall be reviewed and approved by DNR's risk manager before the contract is accepted. This security guarantees performance of this contract and payment of any damages resulting from Contractor's noncompliance with any contract provisions, negligent or imprudent actions, or the law. Performance security must remain in full force over the duration of the contract. In the event DNR needs to utilize the security, Contractor may be required to replace the portion(s) utilized within five (5) business days of receiving written notice from DNR. Contractor shall not operate unless the performance security has been accepted by DNR. If at any time DNR decides that the security document or amount has become unsatisfactory, Contractor agrees to suspend operations and, within 30 days of notification, to replace the security with one acceptable to DNR or to supplement the amount of the existing security.

A-07 Contract Cancellation

The Region Manager reserves the right to cancel this contract at any time, in part or whole, without cause or consent from the Contractor. Contractor shall be paid only for Work performed satisfactorily prior to cancellation of the contract.

A-08 Attachments

The following attached documents are hereby incorporated by reference:

- A. Work Schedule
- B. Pre-Work Conference Note
- C. List of Nearby Medical Facilities

A-09 Compliance with all Laws

Contractor shall comply with all laws and regulations of the United States, State of Washington, and counties where the Work is located. Contractor will make any payments, contributions, remittances, and reports or statements required under those laws.

A-10 Licenses and Permits

Contractor shall, without additional expense to DNR, obtain all required licenses and permits necessary for executing the contract.

A-11 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless DNR and all officials, agents and employees of DNR, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, workers, or representatives. Contractor expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Contractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

A-12 Insurance

Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

- A. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner):** The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.
- B. Insurers subject to Chapter 48.15 RCW (surplus lines):** DNR shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, DNR shall be given ten (10) days advance notice of cancellation.

Before starting work, Contractor shall furnish DNR with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified and, if requested, copies of policies to DNR. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the contract number.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR.

Contractor waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this contract.

If Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to DNR. If requested by DNR, Contractor must describe its financial condition and the self-insured funding mechanism.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to State in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

- A. Commercial General Liability (CGL) Insurance:** Contractor shall maintain general liability (CGL) insurance covering claims for bodily injury, personal injury, or property

damage arising on the property and/or out of Contractor's operations and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

B. Employer's Liability ("Stop Gap") Insurance: Contractor shall buy employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 for each accident for bodily injury by accident or \$1,000,000 for each worker for bodily injury or disease.

C. Business Auto Policy (BAP): Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

D. Workers' Compensation Coverage: Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor fails to comply with all state of Washington workers' compensation statutes and regulations and DNR incurs fines or is required by law to provide benefits to or obtain coverage for such workers, Contractor shall indemnify DNR, consistent with Clause A-11, above.

A-13 Safety Compliance

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.

A. During the contract performance, Contractor shall protect the lives and health of workers performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit or adjacent to it. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

- B. In an emergency affecting the safety or life of its workers or adjoining property, Contractor is responsible to act to prevent such threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. Contractor shall prepare an incident report and submit it to DNR's Region Manager within five (5) business days following an emergency if directed to do so by the Compliance Forester.
- C. The Compliance Forester reserves the right to shut down the work site when any condition of imminent danger is present. The work site will remain shut down until the danger has been removed by the contractor.

A-14 Venue

Disputes arising under this contract shall be brought in the State of Washington and the venue shall be Thurston County.

A-15 Dispute Resolution

Before initiating any litigation over the terms of this contract, Contractor commits to the following process:

- A. Any concerns or disputes which Contractor has relating to this contract shall first be brought to the attention of the Compliance Forester.
- B. If the Compliance Forester is unable to resolve the dispute to Contractor's satisfaction, Contractor will notify the Contract Manager in writing of its dispute with specificity. The Contract Manager will review and provide a written suggestion for resolution within ten (10) business days.
- C. If Contractor is not satisfied with the Contract Manager's response, it will notify the Region Manager in writing of its dispute. The Region Manager will review and set a meeting with Contractor within fifteen (15) business days, unless Contractor agrees to a longer period. After the meeting, the Region Manager will provide a written response.

A-16 Subcontracting

Contractor shall not enter into any subcontract or assignment of this contract.

A-17 Nondiscrimination

During the performance of this contract, Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled, or terminated in whole or in part, and Contractor may be declared ineligible for further contracts with DNR. Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

A-18 Pre-Work Conference

Contractor shall attend a Pre-Work Conference before beginning Work. The Compliance Forester will notify Contractor of the time and place of the Pre-Work Conference.

A-19 Purpose of the Pre-Work Conference

The purpose of the Pre-Work Conference is for DNR and Contractor to agree upon and document the following on the Pre-Work Conference Form:

- A. Name(s) and contact information for Contractor and Designated Contract Representative(s), including all personnel authorized to sign Unit completion forms and payment invoices;
- B. Names(s) and contact information for the Contract Manager and Compliance Forester(s);
- C. The Work Schedule for this contract;
- D. Time interval(s) at which Units will be processed for payment; and
- E. Clarification of any unique requirements or conditions of the Work within this contract prior to commencing Work.

A-20 Work Delay

Contractor shall promptly notify the Compliance Forester of any actual or anticipated event which is delaying or could delay the Work, including the expected duration of the delay, the anticipated effect of the delay on the schedule, and the action being or to be taken to get back on schedule. The notification does not relieve Contractor of its obligation to complete the Work within the time required by this contract.

A-21 Non-conformances with Work Schedule

If Contractor is not in conformance with the Work Schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the schedule to reconcile with the actual progress of the Work. The Compliance Forester may require a meeting prior to granting a revision. A revision to the Work Schedule for one Unit shall not change the timing for any other Unit unless expressly authorized. In the event the Contractor stops Work or if the initial start-up is delayed for a period of one (1) week or more, a new Pre-Work Conference may be required.

A-22 Work Days

Work shall only proceed on regular Monday through Friday work days. Work on weekends or on designated State holidays requires written permission from the Compliance Forester.

A-23 Breach of Contract

Contractor's unsatisfactory performance of contract requirements shall constitute breach of contract. DNR may require reworking of portions of Unit(s), or withhold funds from the performance security.

- A. If Contractor violates any provision of this contract, Compliance Forester, by written notice, may suspend the Work that is in breach. If the breach is capable of being remedied, Contractor has 15 days after receipt of a suspension notice to remedy the breach. If the breach cannot be remedied or Contractor fails to remedy the breach within 15 days after receipt of a suspension notice, DNR may terminate the rights of Contractor under this contract and collect damages.
- B. If the contract expires pursuant to clause A-33 without Contractor having performed all its duties under this contract, Contractor's right to operate is terminated and Contractor shall not have the right to remedy the breach. This provision shall not relieve Contractor of any payment obligations.
- C. DNR has the right to remedy the breach in the absence of any indicated attempt by Contractor

or if Contractor is unable, as determined by DNR, to remedy the breach. Any expense incurred by DNR shall be charged to Contractor and shall be paid within 30 days of receipt of billing.

A-24 Default of Contract

Contractor's breach of contract or failure to comply with the Work Schedule may lead to default of contract. If DNR determines that the contract is in default, it may exercise its right to terminate the contract, with forfeiture of performance security, and/or make a claim for damages.

A-25 Washington State Forest Fire Protection Requirements

Contractor and workers shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in:

[Revised Code of Washington Chapter 76.04](#)

A-26 Inspection

DNR may inspect the Units for adherence to regulations and presence of fire tools. Any inspections by DNR shall not limit Contractor's liability for failure to adhere to applicable regulations.

A-27 Spark Arresters

All of Contractor's spark emitting engines will be equipped with spark arresters.

A-28 Open Fires

Contractor shall not build any open fires at any time of the year in the contract area without first obtaining written permission from the Compliance Forester.

A-29 Removal of Merchantable Products

Contractor is prohibited from removing merchantable or potentially merchantable products from the Units for commercial use. Separate approval by agreement or contract with DNR is required for removal of firewood, poles, posts, and other merchantable or potentially merchantable material.

A-30 Garbage

Contractor shall dispose of garbage brought onto DNR lands in garbage disposal areas meeting all state, county, and local requirements. Garbage includes materials used for equipment maintenance, abandoned equipment, containers, and other expended materials.

A-31 Camping

Contractor is prohibited from using or authorizing its workers to camp on DNR managed lands outside of designated camp grounds.

A-33 Term of Contract

The term of this contract is from June 5, 2017 to June 30, 2017. The contract shall not be extended without written permission from the DNR Region Manager.

SECTION I-B: SPECIFICATIONS FOR THE ACTIVITY

Contractor shall accomplish all Work specified in the Unit(s) according to the following specifications:

B-01 Workers, Supervision, and Equipment

Contractor shall provide the following at its own expense:

- A. All workers, adequate crew supervision, and serviceable equipment to satisfactorily accomplish treatment of all acres identified in the Unit Description (Section II-A).
- B. Equipment operators that are skilled in machine operation on the particular equipment offered under comparable working conditions.
- C. Transportation for all workers, supplies, materials, and equipment to and from the Unit(s).
- D. All supplies, materials, and equipment needed to ensure safe operations.
- E. Excavator(s) rated at EX-200, equivalent, or larger, equipped with thumb and brush rake with teeth to remove brush and small tree roots, and hydraulic cylinders capable of positive down pressure to produce at least 12 inches of penetration into mineral soil. Excavator shall be capable of operating on slopes up to 50 percent with minimal ground compaction. Any reference to manufacturers' models are intended to be descriptive only and are for the sole purpose of indicating the type of equipment suitable for contract work. Contractor's equipment may be subject to inspection and approval by the Compliance Forester prior to performing Work in the Units.

B-02 Boundaries

The boundaries depicted on Unit Map (Section II-B) delineate the Work area. Contractor is responsible for completing all Work to boundaries. The Work boundaries will consist of easily identifiable features (including but not limited to roads, streams, or abrupt changes in forest type or age). Flagging will be used for areas where identifiable features are absent. Contractor is responsible for understanding the location of all boundaries. Failure to complete Work to boundaries in any Unit renders Work in that Unit incomplete, and no payment will be made to Contractor for any Work on that Unit. No payment will be provided for Unit(s) with Work that extends beyond Unit boundaries. Work extending beyond Unit boundaries will be considered breach of contract. See Clause A-23, above.

B-03 Weather Conditions

Operations may be suspended when the Compliance Forester determines that weather conditions will cause excessive soil damage due to high soil moisture content. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Compliance Forester.

B-04 Scarification and Piling Specifications

Contractor will use approved equipment (clause B-01-E) to accomplish the following in the Unit(s):

- A. Scarify at least 60% of the ground area within each Unit, well-distributed throughout the Unit, to create minimum tree planting spots at roughly 12 foot x 12 foot spacing. Scarify means to: 1) uproot all green woody vegetation (i.e., grass, brush, whips, and poor quality

- trees); and 2) break up the forest floor and top soil to a depth of 12 (twelve) inches below the surface. Where they exist within the Unit(s), rip skid trails with the brush blade where possible to break up compacted soil.
- B. Collect and pile all green woody vegetation and logging slash into compact, round piles (12 feet or less in diameter) or thin (10 feet or less in width) windrows that are free of dirt and duff. Green woody vegetation and logging slash shall not be pushed against or piled around live trees, snags, road cut slopes, or within thirty feet of typed water or wetlands.

B-05 Resource Protection Requirements

Contractor shall accomplish the following in all Unit(s):

- A. Protect all trees marked, or otherwise designated, as seed trees or wildlife reserve trees. Leave standing all snags or cull trees greater than 10" diameter, unless they create a safety hazard.
- B. Where they exist, leave a minimum of two down logs with small end diameters greater than 12 inches and lengths greater than 20 feet as large organic material. Where down logs are greater in number than two per acre, leave additional down logs that exist in sufficient numbers to compensate for acreage where no down logs occur.
- C. Protect designated buffer areas from disturbance by equipment operations. This includes, but is not limited to, to the falling or deposition of material into such buffers.
- D. Leave all roads open and in fully drivable condition. Prevent excessive damage to ditches, culverts, or roadways. Remove immediately any debris or soil deposited in ditches, culverts, or roadways. Repair all water-bars and other drainage control structures damaged by Contractor's operations. Construct or re-construct dips, water bars, cross drains and/or ditches as needed to control erosion.
- E. Protect legal land subdivision survey corners and/or witness objects. If destroyed or disturbed, such points shall be re-established by a licensed land surveyor in accordance with the U.S. General Land Office Standards at Contractor's expense. DNR shall determine the method for accomplishing this work, either by withholding sufficient performance security to pay for the work, or by requiring Contractor to do so before releasing Contractor's performance security.
- F. Protect any fences or other improvements on all land ownerships.

SECTION I-C: UNIT COMPLIANCE INSPECTION AND PAYMENT

C-01 Field Inspections

The Compliance Forester will conduct periodic inspections. Inspections will generally be done concurrently with Work but will be completed no later than five (5) business days after Work completion on the Unit.

C-02 Determination of Payment by Unit

The acceptability and the Rate of Pay for planting Work performed will be based on the following factors:

A. Satisfactory Performance

‘Satisfactory Performance’ on the Unit is when all Work has been completed to boundaries (Clause B-02), all scarification and piling specifications (Clause B-04) have been met throughout the entire Unit, and all resource protection requirements (Clause B-05) have been met throughout the entire Unit.

B. Unsatisfactory Performance

‘Unsatisfactory Performance’ on the Unit is when one or the more of the following have occurred: 1) Work has not been completed to boundaries (Clause B-02); 2) all scarification and piling specifications (Clause B-04) have not been met throughout the entire Unit; or 3) not all resource protection requirements (Clause B-05) have been met throughout the entire Unit.

C. Rate of Pay

The ‘Rate of Pay’ is the actual amount (in dollars) that the Contractor will be paid per acre for each Unit. The Rate of Pay is equal to the Unit Bid Price for Units with Satisfactory Performance. The Rate of Pay is the Unit Bid Price minus any reductions in payment (Clause C-02-D) for Units with Unsatisfactory Performance. The Rate of Pay will not exceed the Unit Bid Price for any Unit.

D. Reduction in Payment

The reduction in payment for Unsatisfactory Performance on a Unit will be calculated for the Unit in one of the following ways, at the Compliance Forester’s sole discretion:

1. If Work on the Unit is not completed to boundaries (Clause B-02), DNR can either withhold payment for the entire Unit, or reduce payment by the number of untreated acres multiplied by the average bid price per acre. The number of untreated acres shall not include areas that could not be treated due to solid rock outcrops, wetlands, or other features on site.
2. If Unsatisfactory Performance is due to all scarification and piling specifications (Clause B-04) not having been met throughout the entire Unit, DNR can either withhold payment for the entire Unit, or reduce payment by the number of untreated acres multiplied by the average bid price per acre. The number of unsatisfactorily treated acres shall not include areas that could not be treated due to solid rock outcrops, wetlands, or other features on site.

3. If Unsatisfactory Performance is due to resource protection requirements (Clause B-05) not having been met throughout the entire Unit, then DNR will reduce payment by calculating the cost to remedy the damage. If no remedy is possible, then payment may be withheld for the entire Unit.

C-03 Re-work of Unsatisfactory Units

The Compliance Forester may require Contractor to re-work a Unit that has Unsatisfactory Performance (Clause C-02-B). The Compliance Forester may require the re-work to be completed prior to starting Work on a new Unit. The Compliance Forester will re-inspect the Unit following the re-work to determine if it now meets Satisfactory Performance requirements (Clause C-02-A)

If Contractor refuses to re-work the Unit, DNR may then pursue its available remedies for either breach (Clause A-23) or default (Clause A-24) of contract. If Contractor re-works the Unit and it is rated unsatisfactory a second time, DNR may consider this breach or default of contract.

The Compliance Forester is not required to give Contractor the opportunity to re-work Unit(s) with Unsatisfactory Performance (Clause C-02-B). In some cases, DNR may not have the additional staff needed to perform contract compliance for such re-work, and Contractor's overall performance on this contract may indicate that Contractor will be unable to improve the quality of Work enough to justify the additional time and expense of re-working Unit(s). In these cases, the Compliance Forester may choose to simply calculate the correct reduction in payment in accordance with Clause C-02-D and allow Contractor to continue Work on other Unit(s).

C-04 Payment Schedule

The default payment schedule will be one monthly payment to Contractor, following completion of each full calendar month, unless otherwise approved by Contract Manager. If a different schedule is requested by either party, it will be agreed upon during the Pre-Work Conference (Clause A-19) and will be set forth in the Work schedule. Payment shall be made as follows:

A. L&I Insurance Premiums

DNR shall retain ten percent (10%) of all payments due to Contractors who hire workers as security for Labor & Industries industrial insurance premiums owed for its workers. After completion of the contract, and upon determination that Contractor has met all financial obligations for industrial insurance premiums related to the contract, the 10% retainage will be returned to Contractor.

B. Partial Payment

Contractor may request partial payment when part of a Unit is completed, though DNR has no obligation to honor this request.

C. Unit Completion Form

Contractor or Designated Contract Representative shall sign the Payment Invoice (A-19) after completion of each partial Unit being submitted for payment, or at the conclusion of Work and completion of the Compliance Inspection for each Unit. The Compliance Forester will make payment recommendations for the invoice and forward the Unit completion form to the Contract Manager for processing.

D. Verification Traverse

If a Unit's acreage is disputed, Contractor may request a verification traverse by DNR. The request must be in writing and signed by Contractor. DNR will base the rate of pay on the

acres determined from the verification traverse. If the net acres specified in the Unit Description (Section II-A) are correct within plus or minus five percent ($\pm 5\%$) after the verification traverse, Contractor shall pay for the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

A-08 Attachment

C. List of Nearby Medical Facilities

HOSPITAL NAME AND ADDRESS	PHONE	LATITUDE	LONGITUDE
Mid Valley Hospital 810 Jasmine Street Omak, WA 98841	509-826-1760	N 48° 23.804'	W 119° 32.982
Ferry County Memorial Hospital 36 Klondike Rd Republic, WA 99166-9700	509-775-3333	N 48° 39'11"	W 118° 43'47"
North Valley Hospital 203 S Western Ave Tonasket, WA 98855	509-486-2151	N 48° 42.463'	W 119° 26.317'
Providence Mt. Carmel Hospital 982 E. Columbia Ave Colville WA 99114	509-684-2561	N 48° 32' 27"	W 117° 53' 31"

SECTION II-A: UNIT DESCRIPTION

SITE PREPARATION, MECHANICAL

CONTRACT NUMBER 1685

Region: **Northeast Region**

District: **Highlands**

Local: **Little Goosmus Creek**

Unit Name: **Golden Halo FH FIT U8**

Unit Number: **8**

Legal Location: Section **25**, Township **40N**, Range **33**, W.M.

SPECIFICATIONS

Contract Period: **06/5/2017 to 06/30/2017**

Net Acres: **154**

Boundaries: **Pink Ribbon and Blue “Special Management Unit Boundary” Tags** *See SECTION II-B: UNIT MAP*

Buffer Areas: **Any sensitive areas and streams identified shall be buffered as requested by the Compliance Forester.**

Special Requirements: **None.**

GENERAL INFORMATION - The following information is provided as a courtesy to bidders. This information is a general estimate and as such may not be accurate.

Elevation: **2,280’ – 3,040’** Slope: **25% - 45%** Aspect: **Northeast** Snow Period: **December - March**

Burning Permit Zone: **N/A**

Shutdown Zone: **678E**

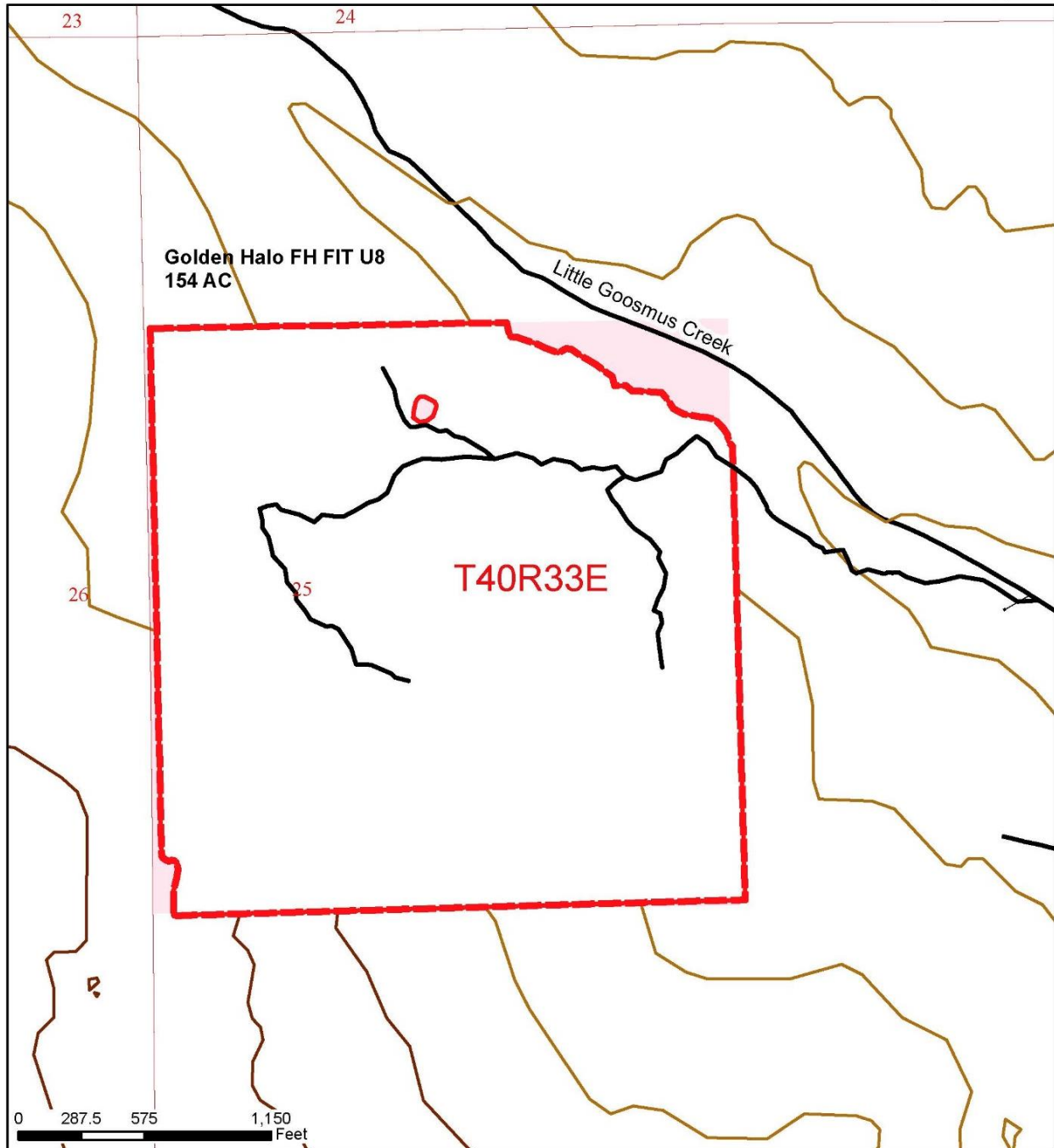
Vegetation Description and Additional Comments: **Brush species present in the understory include ninebark, ocean spray, snowberry and Rocky Mountain maple.**

SECTION II - B : UNIT MAP

Site Preparation

CONTRACT NAME: Site Preparation Contract
UNIT NUMBER: Golden Halo FH FIT U8
TRUST(S): 03
TOWNSHIP(S): T40N R33E

REGION: Northeast
COUNTY(S): Ferry
DISTRICT: Highlands
Elevation: 2,280 - 3,040



Site Prep Unit

DNR

— Roads

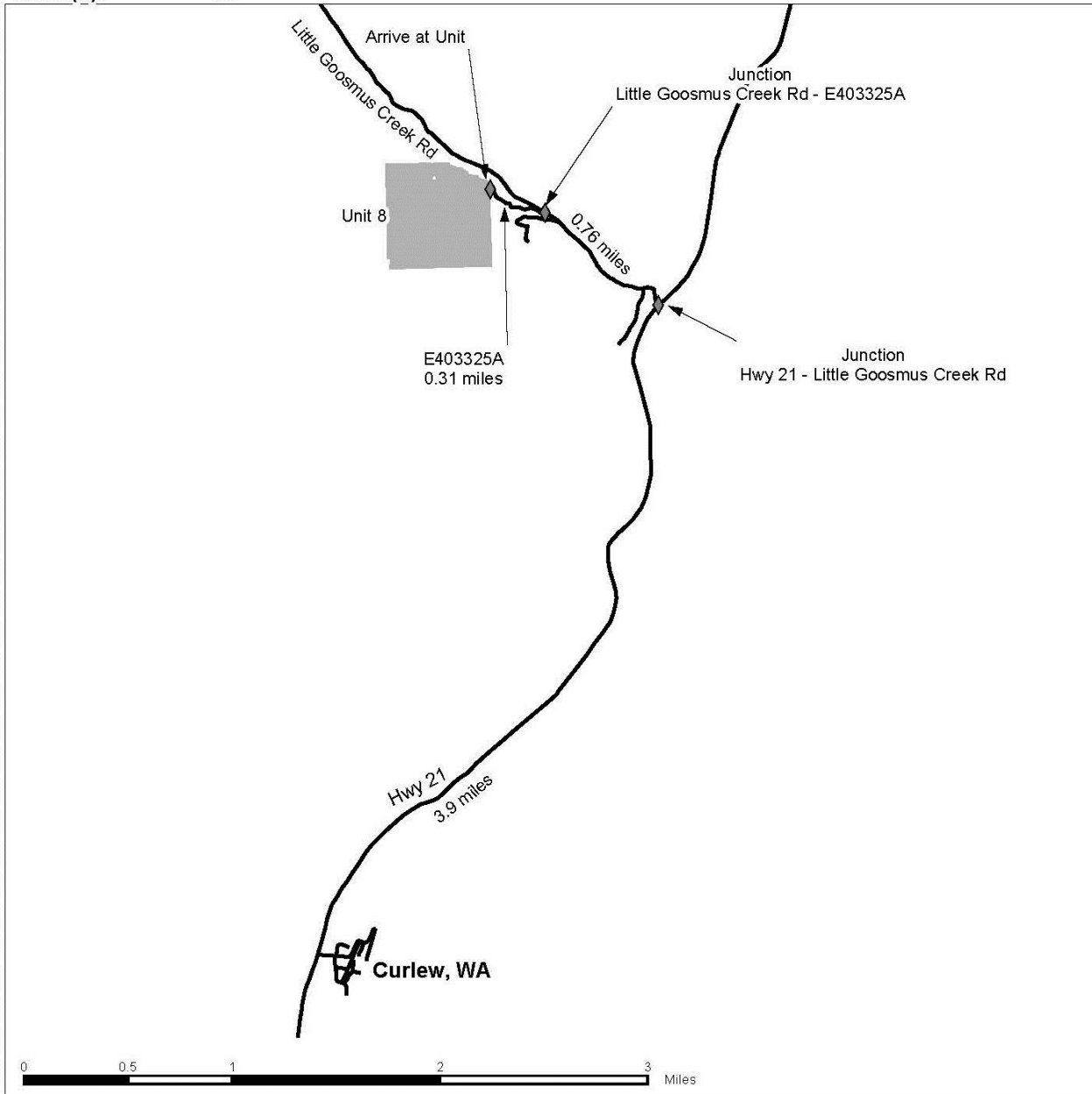
— Gates



Section II-C- Vicinity Map

CONTRACT NAME: Golden Halo FH FIT
COUNTY(S): Ferry
TOWNSHIP(S): T40N R33E
TRUST(S): 03

REGION: Northeast
DISTRICT: Highlands
ELEVATION RGE: 2,280ft - 3,040ft



- Unit Boundary
- Roads
- Significant Points

Driving Directions

The Unit is located in north Ferry County approximately 3.5 miles north of Curlew, Washington. To access Unit 8, travel north from Curlew on Hwy 21 for 3.9 miles. At the junction of Hwy 21 and Little Goosmus Creek Rd turn left. Proceed 0.76 miles to the junction of Little Goosmus Creek Rd and E403325A. Turn left onto E403325A and continue east 0.31 miles to arrive at the unit.



SECTION III-A: BID FORM

CONTRACT NUMBER 1685

INSTRUCTIONS: Bids should include all costs related to the completion of the Work. A Unit Bid Price and a Unit Total must be entered for all of the Units in the Contract. Each Unit Total is calculated by multiplying the Unit Bid Price (Per Acre) by the Unit Acres. All Unit Totals for the Contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail. All Bid Forms must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of the Invitation to Bid on Contract Number **1685**.

Unit No.	Unit Acres	Unit Bid Price (Per Acre)	Unit Total
1	154		
Contract Acres: <u>154</u>		Contract Price:	

Bidder's Name and Address:

Signature: _____

Title: _____

Company: _____

Note:

Bids will be accepted until 10am on May 23, 2017.

Detach and return this Section as per Invitation to Bid.

Each bid shall include all four of the following items:

- 5) Bid Form (Section III-A),
- 6) Contractor's Declaration of Industrial Insurance Status (Section III-B);
- 7) Solicitation to Offer (Section III-C);
- 8) Bid deposit.

All documents must be legible and properly completed.

Each sealed bid envelope should be prepared in the following manner:

Addressed to: Robert McKellar Acting Region Manager c/o Jason Emsley
Washington State Department of Natural Resources
225 S. Silke Road
Colville, WA 99114

Upper left corner: Bidder's Name
Bidder's Address

Lower left corner: Site Preparation, Mechanical – "Sealed Bid"
Invitation to Bid on Contract Number: 1685

SECTION III-B: CONTRACTOR'S DECLARATION OF INDUSTRIAL INSURANCE STATUS

INVITATION TO BID ON CONTRACT NUMBER 1685
(For Bidder Use Only)

The undersigned represents that they operate as _____ an individual, as _____ a partnership, or as _____ a corporation incorporated in the State of _____. The undersigned further certifies that they will not be assisted by other individuals in the performance of this Contract.

For the purpose of Industrial Insurance premiums payable to the Department of Labor and Industries, every individual in a partnership or joint venture must sign this bid sheet. Individuals not signing the bid sheet but assisting with the Contract Work will be considered workers for the purpose of Industrial Insurance except at the express approval of the Department of Labor and Industries.

Bidder's Name _____	Labor & Industries Account # _____
Signature _____	Washington Business License # _____
Title _____	Additional Signatures _____
Address _____	_____
City and State _____	_____
Business Phone _____	_____
Home Phone _____	_____

To whom it may concern:

The purpose of this form is to inform persons engaged in contracting forest activities of their liabilities under the mandatory provisions of the Industrial Insurance Act, Title 51 RCW.

The law provides benefits for a worker, injured in the course of his employment, or his family or dependents in case of death of the worker.

Worker is defined in the law as every person engaged in the employment of an employer under Title 51 RCW or every person working under an independent contract. RCW 51.08.180.

As one whom contracts to perform forest activities, you may require the assistance of other individuals to complete this Contract. In that case, you are required to establish an industrial insurance account with the Department of Labor and Industries and pay the prescribed premium on behalf of your workers.

In the event you obtain the assistance of another person or persons to perform Work in connection with this Contract, regardless of the circumstances, you should contact the Department of Labor and Industries at one of its statewide service locations or its Olympia headquarters. You will then be provided with the necessary information regarding opening an account, premium rates, and reporting requirements.

The law also provides that any agency or firm that lets a contract is liable for payment of industrial insurance premiums should the Contractor fail to do so. The agency or firm may also withhold money due the Contractor to insure payment of premium. Consequently, failure to comply with the above requirements could delay payment of retained funds.

NOTE: Return one (1) copy of this form with each Bid Form (Section III-A) as per the Invitation to Bid.

SECTION III-C: SOLICITATION TO OFFER AND CONTRACT AWARD

SOLICITATION TO OFFER (For Bidder Use Only)

On condition of a Contract award for the Contract Price, the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of the Invitation to Bid on Contract Number 1685. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and conditions of the Contract if awarded, and verifies that all services will be available throughout the period of the Contract.

<hr/>		
(Bidder's Name)		
<hr/>		
(Address)		
<hr/>		
(City)	(State)	(Zip)
<hr/>		
(UBI No.)		
<hr/>		
(L & I Industrial Insurance Account No.)		
<hr/>		
(Farm Labor Contractor License No.)		
<hr/>		
(Federal I.D. No. or Social Security No.)		
<hr/>		

By:	<hr/>	
	(Signature)	(Date)
	<hr/>	
	(Typed or Printed Name)	
	<hr/>	
	(Title)	
	<hr/>	
	(phone No.)	

CONTRACT AWARD (For Dept. of Nat. Resources Use Only)

Contract Number 1685, item #'s _____ is hereby awarded to _____

State of Washington,
Department of Natural Resources

By:	<hr/>	
	(Signature)	(Date)
	<hr/>	
	Robert McKellar	
	Interim Northeast Region Manager	

NOTE: Return one (1) copy of this form with each Bid Form (Section III-A) as per the Invitation to Bid.